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Automatic stay, ADR contract, signed releases

3 messages

Paul Dulberg <Paul_Dulberg@comcast.net>
To: Tom Kost <tkost999@gmail.com>

Thu, Aug 24, 2023 at 4:25 PM

Baudins and or Trustee Olsen defrauded the bankruptcy court on 10/31/2016 of the courts ability to make an informed decision to lift the automatic stay on the personal injury asset.

The defrauding of the court to lift the stay means the automatic stay was not properly lifted and was still in full effect.

The enforcement of the executed binding mediation contract, in any of its various configurations, is VOID.

In 12/2022 the 2 different releases, signed by Plaintiff and Trustee Olsen are VOID.

The signed release cannot undo the fact that the release itself is void by the automatic stay.

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Thu, Aug 24, 2023 at 4:38 PM

Reworded into 3 points:

Defendant Baudins and or Trustee Olsen defrauded the bankruptcy court on 10/31/2016 of the courts ability to make an informed decision to lift the automatic stay on the personal injury asset and enter into Binding Mediation.

Due to the defendants fraud on the bankruptcy court to lift the automatic stay on the personal injury asset, Dulberg submits that the automatic stay remains in full effect on the personal injury asset and that the enforcement of the executed binding mediation contract, in any of its various configurations, is VOID as well as the 2 different releases, signed by Plaintiff and Trustee Olsen are also VOID.

The signing of a release that is VOID cannot undo the fact that the release itself is void by the automatic stay.

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Thu, Aug 24, 2023 at 5:07 PM

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